At 5:17pm a Motion to enter Executive Session to discuss the potential purchase of real property the public discussion of which would impact the value, to pending matters of litigation ; one involving Colette v. City of Plattsburgh, the second involving Skyway v. City of Plattsburgh and the third leading to matters of appointment of a particular corporation.
By Councilor Armstrong; Seconded by Councilor Kelly
Roll call: Councilors Armstrong, Kelly, Dowdle, Ensel, McFarlin, Kretser
(All voted in the affirmative)

Returned at 5:40 pm
Mayor Read stated we returned from Executive Session discussed the potential purchase of real property the public discussion of which would impact the value, to pending matters of litigation; one involving Colette v. City of Plattsburgh, the second involving Skyway v. City of Plattsburgh and the third leading to matters of appointment of a particular corporation. No decisions were made during Executive Session.

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REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF PLATTSBURGH, NEW YORK
June 14, 2018
5:30 P.M.

MINUTES

Pledge of Allegiance
(RC)
Present: Mayor Colin Read, Councilors Rachelle Armstrong (W1), Mike Kelly (W2), Dale Dowdle (W3), Peter Ensel (W4), Patrick McFarlin (W5), Joshua Kretser (W6)
Absent: None
****
MAYOR'S COMMENTS: mentioned the Plattsburgh Housing Authority received a nice grant for additional housing vouchers for homeless veterans on Monday and on Wednesday we were given a major award from the Financial Restructuring Board it includes up to $425,000 for the city to undertake a city wide property valuation hope to use that for commercial reevaluation, up to $125,000 in related to the various restructurings we did last summer, $45,000 in relocating the Finance Department back in to City Hall, upwards of $50,00 for potential marina improvements and $395,000 grant for us to pass through to the county to take over the City's Assessor function last year as well.
****
1.   **MINUTES OF THE PREVIOUS MEETING:**

      RESOLVED: That the Minutes of the Regular Meeting of the Common Council held on June 7, 2018 are approved and placed on file among the public records of the City Clerk's Office.

      By Councilor Kretser; Seconded by Councilor Armstrong
      (All in Favor/opposed)
      Roll call: Councilors Armstrong, Kelly, Dowdle, Ensel, McFarlin, Kretser

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(All voted in the affirmative)
****

2. PAYROLLS OF VARIOUS DEPARTMENTS:

RESOLVED: That the payrolls of the various Departments of the City of Plattsburgh for the week ending June 13, 2018 in the amount of **$ 99,879.29** are authorized and allowed and the Mayor and the City Clerk are hereby empowered and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

By Councilor Kelly; Seconded by Councilor Dowdle
(All in Favor/opposed)
Roll call: Councilors Armstrong, Kelly, Dowdle, Ensel, McFarlin, Kretser
(All voted in the affirmative)
****

3. REPORTS OF CITY OFFICES & COMMITTEE REPORTS:

- Report of Fire and Ambulance Responses for the week of June 5-11, 2018
- Minutes from the Governance, Strategy & City Operations Committee held on June 7, 2018

- **COUNCILOR/DEPARTMENT CHAIR COMMITTEE REPORTS:**

Governance, Strategy, and City Operations- Chair Councilor Kretser had nothing to report. Councilor Armstrong mentioned meeting regarding health cities and opportunities to improve fitness may have possible future presentation.

City Infrastructure – Chair Councilor Ensel indicated met tonight. Identified number of streets to repave this season, discussed Saranac River Trail Phase 2 status and Phase 3 information and moved 6 items to the agenda for consideration.

Finance and Budget – Chair Councilor Kelly nothing to report.

Public Safety – Chair Councilor Dowdle indicated no updates.

Plattsburgh Public Library – Chair Councilor Armstrong indicated no updates.

MLD - MLD Board President Councilor McFarlin indicated received a tour from Municipal Lighting Department Manager Bill Treacy, mentioned Bitcoin had drastic crop in Bitcoin price. **Mayor Read** mentioned experts looking at model code may have soon in next few weeks.

RESOLVED: That the reports as listed are hereby ordered received and any written reports are placed on file among the public records of the City Clerk's Office.

By Councilor Ensel; Seconded by Councilor Armstrong
(All in Favor/opposed)
Roll call: Councilors Armstrong, Kelly, Dowdle, Ensel, McFarlin, Kretser
(All voted in the affirmative)

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4.   CORRESPONDENCE OR RECOMMENDATIONS FROM BOARDS: None

****

5.   AUDIT OF CLAIMS:

RESOLVED: That the bills Audited by the Common Council for the week ending June 15, 2018 in the amount of **$ 1,896,894.02** are authorized and allowed and the Mayor and City Clerk are hereby authorized and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

By Councilor Kelly; Seconded by Councilor Dowdle
(All in Favor/opposed)
Roll call: Councilors Armstrong, Kelly, Dowdle, Ensel, McFarlin, Kretser
(All voted in the affirmative)

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6.   PERSONS ADDRESSING COUNCIL ON AGENDA ITEMS ONLY: None

****

7.   OTHER ITEMS:

Motion to remove item 7A from the Table

By Councilor Armstrong; Seconded by Councilor Dowdle

Roll call: Councilors Armstrong, Kelly, Dowdle, Ensel, McFarlin, Kretser
(All voted in the affirmative)
ACTION TAKEN: Adopted

A. RESOLVED: In accordance with the request therefore the Common Council approves that the Mayor be authorized to sign an agreement with "Plattsburgh Little League, Inc." to replace the current backstop on the little league baseball field at South Platt Park. Per the agreement, the City would need to dig holes and install support poles and the Little League will provide and install the netting, padding and will perform the annual installation/removal of the netting. The cost to the City of Plattsburgh for the work associated with this agreement will be approximately $950.00 and will be expensed out of DPW.

Motion to waive reading and move Resolution:
(All voted in the affirmative)
By Councilor Kretser; Seconded by Councilor Ensel
Discussion: Yes
Roll call: Councilors Armstrong, Kelly, Dowdle, Ensel, McFarlin, Kretser
(All voted in the negative)
ACTION TAKEN: Defeated
Follow up Action: None

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B. RESOLVED: In accordance with the request therefore the Common Council approves that WPCP contract #2018-04 "Electrical Services for Water Pollution Control Plant/City be awarded to Triangle Electric for a one-year contract beginning on June 28, 2018 for the estimated sum of $157,056.

3

Motion to waive reading and move Resolutions B, C, D and G:
(All voted in the affirmative)

By Councilor Kretser; Seconded by Councilor Ensel
Discussion: Yes
Roll call: Councilors Armstrong, Kelly, Dowdle, Ensel, McFarlin, Kretser
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None
****

C. RESOLVED: In accordance with the request therefore the Common Council approves City
Chamberlain to create Capital Project for Maine Road Reconstruction (Dakota Street to Kansas Ave).

[See details under Item B]

ACTION TAKEN: Adopted
Follow up Action: None
****

D. RESOLVED: In accordance with the request therefore the Common Council approves that
Contract # 2018-02 "Maine Road Reconstruction (Dakota Street to Kansas Ave) be awarded to Real
Construction Co. Inc for the bid price of $1,920,000. Additional funding will be required from the
General Fund and Water Fund. The project will also leverage funds available through the Consolidated
Local Street and Highway Program (CHIPS).

[See details under Item B]

ACTION TAKEN: Adopted
Follow up Action: None
****

E. THE MAYOR HANDS DOWN THE APPOINTMENT OF DAVID MONETTE TO THE
LIBRAY BOARD BEGINNING ON JUNE 15, 2018 AND EXPIRING JUNE 30, 2021.

(RC)   Roll call: Councilors Armstrong, Kelly, Dowdle, Ensel, McFarlin, Kretser
(Councilors Armstrong, Kelly, Dowdle, Ensel and McFarlin voted in the affirmative. Councilor Kretser
recused himself)
ACTION TAKEN: Adopted
Follow up Action: None
****

F. RESOLVED: In accordance with the request therefore the Common Council approves the
local chapter of the Professional Disc Golf Association to close the parking area on the
north side of Green Street next to the Saranac River to hold Disc Golf Tournament (approved on April 5,
2018) on June 16, 2018.

By Councilor Ensel; Seconded by Councilor Armstrong
Discussion: Yes
Roll call: Councilors Armstrong, Kelly, Dowdle, Ensel, McFarlin, Kretser

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(Councilors Armstrong, Kelly, Dowdle, Ensel and Kretser voted in the affirmative. Councilor McFarlin recused himself)
ACTION TAKEN: Adopted
Follow up Action: None
****

G. RESOLVED: In accordance with the request therefore the Common Council approves Dannemora Federal Credit Union to hold a free open to the public movie night at the Lions Club Bandshell on Friday, August 3, 2018 from 7:00pm to 10:00pm. Electricity is requested therefore a $20 fee and Certificate of insurance are required. Also, Dannemora Federal Credit Union will install portopottys.

[See details under Item B]

ACTION TAKEN: Adopted
Follow up Action: None
****

8. TRAVEL REQUEST: None
****

9. RESOLUTIONS FOR INITIAL CONSIDERATION:

The following 2 Items were added for Initial Consideration:

1. **RESOLVED:** In accordance with the request therefore, THE Common Council approves that the Mayor is authorized to sign a Managed Services agreement with PrimeLink for Informational Technology services. The total cost will be $6,949 per month and will be paid of funds 1 through 6 and MLD.

2. **RESOLVED:** In accordance with the request therefore, the City of Plattsburgh agrees to resolve the pending litigation captioned as "Sterling Insurance Company A/S/O Deborah Collette-Cromp, v City of Plattsburgh" Index No.: 2017/277, upon the exchange of mutual written releases and upon the City's payment of $12,000 to Plaintiff, which payment is hereby authorized and to be made by the Municipal Lighting Department. The City's attorneys are authorized to prepare the settlement agreement and authorize this matter to be discontinued with prejudice.

Motion to waive rule 4 for Initial Consideration and move the resolutions:

By Councilor Kretser; Seconded by Councilor Ensel
Discussion:

Mayor Read recused himself from signing PrimeLink contract and asked City Chamberlain Marks to sign in his place.

Roll call: Councilors Armstrong, Kelly, Dowdle, Ensel, McFarlin, Kretser
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

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10. NEW BUSINESS AND COUNCILOR REPORTS:

Councilor Ensel inquired about Taxi Driver background checks.

Police Chief Ritter indicated type of background checks done per the City Code.

Councilor Ensel indicated he has received complaints about cars driving in Penfield Park going to garden.

Police Chief Ritter indicated they are looking into this issue.

****

11. CLOSING PUBLIC COMMENTS ON ANY TOPIC:

Rory Fisher graduating student from Plattsburgh High School concerned about environment and asked Council to put a resolution on the agenda next week to ban plastic straws.

Councilor Armstrong indicated she felt it might be more of a county wide matter.

Councilor Dowdle suggested they adopt a resolution to bring to county.

Unidentified Speaker spoke about cars driving to garden at Penfield Park feels complaint stems from one person. Gardeners are allowed to just go in and drop large amounts of items and then go back out.

Councilor Ensel said he had more than one individual complain.

[further discussion ensued]

****

Motion to Adjourn by Councilor Armstrong; Seconded by Councilor Dowdle
Roll call: Councilors Armstrong, Kelly, Dowdle, Ensel, McFarlin, Kretser
(All voted in the affirmative)
MEETING ADJOURNED: 6:35 pm

PRIMELINK MANAGED SERVICE PROVIDER
Master Services Agreement

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made and entered as of June 18, 2018 (the "Effective Date") by and between K&S #104, Inc, d/b/a **PrimeLink MSP**, with an office located at 99 Kansas Avenue, Plattsburgh, New York 12903 ("PRIMELINK") and **The City of Plattsburgh.** PRIMELINK and Customer will each be referred to herein individually as a "Party" and collectively as the "Parties."

1.   **Scope; Statements of Work**. From time to time, and subject to the terms and conditions of this Agreement, PRIMELINK shall perform certain services for Customer, as requested by Customer (the "Services") as more fully described and set forth in an exhibit to this Agreement (each a "Statement of Work" or "SOW") attached hereto and made a part hereof. The Services shall be performed at the times and for the fees set forth in the SOW. Each SOW shall include, at a minimum, the following, if applicable: (i) a description of the type and, if applicable, quantity of Services, (ii) the requested date for commencement of Services (the "In-Service Date") and Initial Service Term for the Services, (iii) the location(s) to which the Services will be provided (each, a "Service Location"), (iv) the fees for the Services; and (v) any other information necessary for PRIMELINK to provide the Services. Each SOW shall be executed by an authorized representative of Customer and, when accepted by PRIMELINK, will be incorporated in and become part of this Agreement. Neither Party shall have any obligations for any Service unless and until a SOW for such Service is executed by Customer and accepted by PRIMELINK, in accordance with this Agreement. In the event of a conflict between the terms and conditions of the Agreement and those of the SOW, the terms and conditions of the Agreement will control.

2. **Definitions**

    (a) "Attachments" means the applicable Attachments expressly designated in the Agreement.

    (b) "Documentation" means PRIMELINK's information manuals in printed or electronic form containing operating instructions and performance specifications that PRIMELINK generally makes available to users of its products and PRIMELINK delivers to Customer. Documentation includes statements of work delivered by PRIMELINK to Customer with respect to Engineering Support Services. Documentation does not include marketing materials.

    (c) "Engineering Support Services" means the services provided by PRIMELINK to Customer pursuant to this Agreement, other than implementation services for Products.

    (d) "Fees" means the purchase price, license and service fees and other charges owed by Customer to PRIMELINK according to the applicable SOW and the terms of the Agreement.

    (e) "Hardware" means the tangible third-party products, circuit boards, components and other telecommunications equipment delivered and/or installed by PRIMELINK pursuant to this Agreement. Hardware does not include any customized deliverables that PRIMELINK creates or fabricates specifically for Customer on a Time & Materials Basis or on a Milestone Basis.

    (f) "Personnel" is defined as employees, independent contractors and/or subcontractors of PRIMELINK.

    (g) "Products" means any combination of Hardware, Software and Documentation.

    (h) "Software" means the third-party manufactured computer programs delivered under this Agreement, whether incorporated in the Hardware or delivered separately, and whether or not there is a separate charge therefore.

    (i) "Third-Party" Products or Software means any products manufactured or software provided by a party other than PRIMELINK, and may include, without limitation, products ordered by Customer from third parties pursuant to PRIMELINK's recommendations. However, components of PRIMELINK -branded Products are not Third

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Party Products if they are both (i) embedded in Products (i.e., not recognizable as stand-alone items); and (ii) are not identified as separate Items on PRIMELINK 's price list, quotes, SOW or Documentation.

(j) "'Toll Fraud" means unauthorized use of telecommunications services or facilities accessed through or connected to Products.

3. **Term & Termination**

(a) <u>Term</u>. The term of this Agreement will begin on the Effective Date and, unless sooner terminated as provided herein, shall end on the earlier of (i) the completion of the Services to the satisfaction of Customer and delivery of the Completion Notice, as such term is defined below, issued by PRIMELINK and accepted by Customer, or (ii) the conclusion of the Term set forth in the applicable SOW.

(b) <u>Termination for Cause</u>. Either Party may terminate this Agreement, at any time, if the other Party materially breaches any of the terms of this Agreement and such breach is not cured within thirty (30) days of receipt of notice of such breach.

(c) <u>Termination of Agreement by Either Party.</u> Either Party may terminate this Agreement (and all outstanding Service Orders) at any time during the Term immediately upon written notice to the other Party, and without liability for any Termination Fees (defined below), if any one of the following events should occur:

(i)   if the other Party becomes insolvent or admits in writing its inability to pay debts as they mature, or makes an assignment for the benefit of creditors; or

(ii)   if the other Party files a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended; or

(iii)   if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed against the other Party by any third party and such application is not resolved favorably to such other Party within 60 days; or

(iv)   if the other Party defaults in the performance of any of its obligations under this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of such default.

(d) <u>Termination of a SOW by Customer for Convenience</u>. Subject to the payment of a Termination Fee pursuant to Section 3(f), Customer may terminate a SOW for a Service at any time during the Initial Service Term for such Service, upon thirty (30) days' written notice to PRIMELINK.

(e) <u>Termination as a Result of Regulatory Action</u>. Either Party may terminate a Service Order or, as applicable, this Agreement, in accordance with and subject to the provisions of Section 3(g) of this Agreement.

(f) <u>Termination Fee</u>. If Customer terminates a SOW for convenience pursuant to Section 3(d), or if PRIMELINK terminates the SOW for such Service pursuant to Section 3(c)(iv) as a result of a default by Customer, then Customer shall pay to PRIMELINK, on or before the effective date of termination, a Termination Fee in an amount equal to:

(i)   the total amount of all unpaid amounts for such Service that would be payable through the date of termination; plus

(ii)   any unpaid non-recurring charges for the cancelled service; plus

(iii)   for any Service, the percentage of the monthly recurring charges for the terminated Service calculated from the effective date of termination as 50% of the remaining

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monthly recurring charges that would have been incurred for service for months 1-12 of the Term; plus 0% of the remaining monthly recurring charges that would have been incurred for service for months 13 through the end of the Term,

(iv)   The Parties agree that PRIMELINK's damages in the event of early termination of a Service by Customer pursuant to Section 3(d) or by PRIMELINK pursuant to Section 3(c)(iv) will be difficult or impossible to ascertain. Accordingly, the Termination Fee is intended to establish liquidated damages in the event of such termination, and is not intended as a penalty or to limit PRIMELINK's rights under this Agreement.

(g) Rights and Obligations Upon Termination. Upon termination or expiration of this Agreement, (i) except as otherwise provided in this Agreement, the Parties' obligations hereunder (and under all outstanding SOWs) shall terminate and there shall be no liability on the part of either Party hereto; provided, however, that no such termination shall relieve either Party from liability for breach of this Agreement occurring prior to such termination or relieve Customer from any obligation to pay any Termination Fee due hereunder; and (ii) Customer will pay to PRIMELINK all amounts due under this Agreement or any applicable SOW for Services provided prior to the termination of this Agreement.

4. **Payment Terms**

(a) Fees. The Fees payable by Customer for a Service are set forth on the applicable SOW for such Service.

(b) Invoicing and Payment. PRIMELINK will invoice Customer all Fees as provided in the applicable SOW. All undisputed Fees are due within thirty (30) days from the date of PRIMELINK 's invoice. Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with any bank wire transfer or other means of payment.

(c) Late Charges. Any overdue and unpaid portion of the Fees will bear interest, compounded at one and one-half percent (1.5%) per month or the maximum rate allowed by applicable law, whichever is less. PRIMELINK may suspend licenses and performance of orders for which payment is overdue until the overdue amounts are paid in full. Customer will reimburse PRIMELINK for reasonable attorneys' fees and any other costs associated with collecting delinquent payments.

(d) Taxes. All Fees quoted and payable under the Agreement exclude taxes. Customer will pay or reimburse PRIMELINK for all applicable sales, services and other taxes (excluding taxes on PRIMELINK 's net income) levied upon the sale and/or license of products and performance of Services under the Agreement unless Customer is exempt and provides PRIMELINK with a valid tax exemption certificate prior to PRIMELINK 's invoice date.

(e) Suspension of Services. If Customer does not make any payment within 30 days after its Due Date, then, in addition to all other remedies available to PRIMELINK, PRIMELINK may suspend any or all Services until payment is received.

(f) Disputes. If Customer disputes, in good faith, any Fees on an invoice, Customer shall timely pay the undisputed portion and submit to PRIMELINK written notice (a "Dispute Notice") of the claim for the disputed amount, including a reasonably detailed description of the dispute, prior to the due date for the invoice being disputed. PRIMELINK will respond in writing to all Dispute Notices within thirty (30) days after receipt. The Parties will negotiate in good faith to attempt to resolve such disputes within forty-five (45) days of PRIMELINK's receipt of the Dispute Notice. Notwithstanding anything in this Agreement to the contrary, each Party shall continue performing its obligations under this Agreement during any such dispute, including, without limitation, timely payment by Customer of all undisputed amounts due and payable under of this Agreement. Following resolution of such dispute, any amounts due from Customer, or credits due to Customer, shall be reflected on the next invoice issued by PRIMELINK following such resolution. Customer waives the right to dispute any Fees, or to receive any refund or credit associated with any Fees, on any invoice that Customer does not dispute by the delivery of a Dispute Notice prior to the due date for such invoice.

5. **Software License**

(a)   <u>License Grant</u>.

    (i)   <u>License</u>. Subject to Customer's payment of all applicable Fees and compliance with the terms of this Section 5 ("Software License Terms") and any other license terms and restrictions in the applicable Order, PRIMELINK grants Customer a non-sublicense-able, non-exclusive, non-transferable license to use Software and Documentation provided under the Agreement for Customer's internal business purposes at the indicated capacity levels and locations in the United States, unless the manufacturer's End User License Agreement allows for global use.

    (ii)   <u>Time Limitations</u>. If the Parties agree on any time limitations on the licenses in the applicable order, then Customer's licenses will automatically expire at the end of the specified license term.

    (iii)   <u>All Rights Reserved</u>. Except for the limited license rights expressly granted in these Software License Terms, PRIMELINK reserves all rights in and to the Software and Documentation and any modifications thereto, including title, ownership, intellectual property rights, and any other rights and interests. Customer will own only the Hardware or physical media on which the Software and Documentation are stored, if any.

(b)   <u>Restrictions</u>.

    (i)   <u>General Restrictions</u>. To the extent permissible under applicable law, Customer agrees not to: (i) decompile, disassemble, or reverse engineer the Software, (ii) modify or create any derivative works (including, without limitation, translations, transformations, adaptations or other recast or altered versions) based on the Software or Documentation, or alter the Software, (iii) merge the Software with any other software other than as expressly set forth in the Documentation; (iv) use, copy, sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the Software or Documentation except as expressly authorized by the Agreement; (v) distribute, disclose or allow use of the Software or Documentation, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third parties, (vi) enable any Software features or capacity (e.g. additional storage hours, agents, ports or mailboxes) which PRIMELINK licenses as separate products without PRIMELINK 's prior written consent, (vii) violate any obligations with regard to PRIMELINK 's Confidential Information; or (viii) permit or encourage any third party to do any of the foregoing. To the extent that Customer is expressly permitted by applicable mandatory law to undertake any of the activities listed in the preceding sentence, Customer will not exercise those rights until Customer has given PRIMELINK thirty (30) days written notice of Customer's intent to exercise any such rights.

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(ii)   Backup Copies. Customer may create a reasonable number of archival backup copies of the Software and Documentation on the condition that and as long as Customer (i) stores backup copies separately from any actively used computer programs; (ii) keeps a written record of all backup copies indicating the location of the storage; and (iii) provides such record to PRIMELINK upon request. Customer will not remove any product identification, trademark, copyright or other proprietary rights notices from the Software or Documentation and will duplicate and display all names, logos and notices of PRIMELINK and its licenses on each copy of the Software and Documentation made by Customer.

(iii)   Compliance. Customer will make the Software available only to employees, contractors, or consultants with a need to know, who are obligated to comply with all license restrictions contained in the Agreement and to maintain the confidentiality and integrity of the Software and all other Confidential Information. Customer will be responsible for the compliance of all users with those obligations.

(iv)   User-Defined Applications. To the extent that any Software contains modules or development tools that permit Customer to create user-defined applications, workflows or processes for use with the applicable Software ("User-Defined Applications"), Customer agrees to indemnify PRIMELINK and its officers, directors, employees, agents and Affiliates against, and hold each of them harmless from any and all costs, expenses, liabilities and claims including, but not limited to, reasonable attorneys' fees arising from Customer's use or distribution, either directly or indirectly, of any User-Defined Applications.

(v)   Third-Party Software. Third-Party Software provided by PRIMELINK to Customer shall be subject to the license terms and conditions of such Software. In the event of a conflict between the terms of this Agreement and the license terms and conditions of such Third-Party Software, the license terms and conditions of the Third-Party Software shall control.

(c) Termination of License. PRIMELINK may terminate the Agreement and the Software licenses granted under it and exercise all available rights by giving written notice, effective immediately, if within thirty (30) days of Customer's receipt of a reasonably detailed written request to cure, Customer has not cured all breaches of license limitations or restrictions. Upon such termination, Customer will immediately pay all Fees outstanding (including applicable termination charges), cease use of all Software, return or delete, at PRIMELINK 's request, all Copies of the Software in Customer's possession, and certify compliance with all of the obligations in this paragraph to PRIMELINK in writing.

6. Installation and Construction

(a) Installation. PRIMELINK shall provide notice of completion ("Completion Notice") in writing, when PRIMELINK's work is completed. In the event that PRIMELINK cannot complete PRIMELINK's work within the time frames set forth in the SOW or otherwise agreed by the Parties in writing due to a delay caused by Customer, a Force Majeure event or third party, then PRIMELINK shall provide Completion Notices for the portions unaffected by such delay.

(b) Acceptance. Customer shall be deemed to have accepted the Service only upon satisfactory installation of Service, which shall be defined as the earlier of (a) delivery of the Completion Notice by PRIMELINK that is acceptable to Customer, and (b) the date when Customer uses the Service for purposes other than testing. Customer shall have five (5) business days from receipt of the Completion Notice to test the Service. In the event that non-conformities are discovered, Customer may deliver to PRIMELINK a failure notice ("Failure Notice") describing the non-conformities within such five (5) business day period. If a Failure Notice is served, PRIMELINK shall correct the failure and send a new Completion Notice to Customer, and Customer shall have five (5) business days within which to re-test and may deliver another Failure Notice within such period. This procedure shall be repeated until the Service tests acceptably.

(c) Failure to Deliver Notice. If Customer fails to timely deliver a Failure Notice during any of the

testing periods described above, Customer shall be deemed to have accepted the Service on the date of the applicable Completion Notice. PRIMELINK shall also have the right at any time to test the Service and provide the results to Customer.

7.   **Access, Maintenance and Repair**

(a) Maintenance. PRIMELINK shall have the sole obligation and right to maintain and repair its network, including the equipment required for Service delivery.

(b) No Interference. Customer shall not, by itself or through any agent, take any action which damages or interferes or could reasonably be expected to result in damage to or interference with PRIMELINK's network or equipment, or the Services.

(c) Right to Access. If Customer does not own the Service Location for any Service, Customer shall secure the written approval of the owner, property manager or other third party that owns or controls all or a portion of such Service Location, to PRIMELINK's free and open access to complete its obligations hereunder. PRIMELINK shall have access to all Service Locations to inspect the PRIMELINK network during normal business hours upon 24 hours' notice to Customer, or immediately in the event of any emergency situation. Customer shall allow PRIMELINK access (or cause any such owner, property manager or other third party to allow PRIMELINK access) to each Service Location for maintenance or repair as required.

8.   **Customer Cooperation**

(a) Cooperation.   Customer will cooperate with PRIMELINK as reasonably necessary for PRIMELINK's delivery of Products and performance of Services in a timely manner. This cooperation may, without limitation, include: (i) providing PRIMELINK with access to all facilities, hardware, software, work space, and office support (telephone, internet access, etc.), (ii) ensuring that the premises are safe, free of any hazardous materials that affect PRIMELINK's performance and have installed necessary power and climate control facilities; (iii) ensuring that Customer has obtained connection to and all necessary permissions or consents from any public or private telephone network to which the products are connected and any necessary permissions from government authorities and holders of real property rights; (iv) providing PRIMELINK with designated points of contact, (v) providing necessary telephone numbers and passwords to enable remote access to the products and notifying PRIMELINK promptly of any changes made to such numbers or passwords; and (vi) items that may be identified in an Attachment or SOW. Customer is responsible for ensuring that its networks and systems are adequately secured against unauthorized intrusion or attack and regularly backing up its data and files in accordance with good computing practices, unless otherwise specified in the SOW. All items to be provided by Customer are at Customer's expense.

(b) Third Party Products and Information.   Where Customer is to provide PRIMELINK with information or access in relation to any third-party products or the integration of Products in Customer's network (including without limitation specifications and interface information of interoperating hardware and software in Customer's network), then information or access will be supplied to PRIMELINK in a timely manner at Customer's expense.   It will be Customer's responsibility to obtain any consents and licenses of third parties that may be necessary for provision of such information or access to PRIMELINK for PRIMELINK's use in its performance of the Agreement. Upon delivery of the information or access, Customer represents and warrants to PRIMELINK that it has obtained all such necessary consents and licenses.

(c) Failure to Cooperate. If Customer fails to meet its cooperation obligations under this Section or as otherwise provided in the Agreement, PRIMELINK may delay or suspend its performance and charge Customer for resulting reasonable out-of-pocket expenses. If the failure continues for thirty (30) days following PRIMELINK 's written request to Customer to meet these obligations, in addition to the remedies above PRIMELINK may treat the order as if Customer cancelled the order after delivery.

(d) Customer's Use of Services. Customer's use of the Services (including all content transmitted via the Services) shall comply with all applicable federal, state and local laws, statutes, rules, regulations, codes and ordinances (collectively, "Laws"), this Agreement, PRIMELINK's applicable tariffs, and all applicable franchises, rights of way, leases, licenses, contracts and other material obligations of PRIMELINK to third parties with respect to or

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relating to the PRIMELINK network or the Services. Customer shall not use any Service in any manner other than that for which the Service was intended and shall refrain from using any Service in any manner that would adversely affect the PRIMELINK network or the Service. Customer is responsible for all access to and use of the Services (whether or not such use is fraudulent or authorized) and for the payment of all Fees resulting from such use. PRIMELINK reserves the right, but is not required, to take any and all actions it deems appropriate to prevent or terminate fraud or abuse in connection with Customer's use of Services. PRIMELINK shall have no liability or responsibility for the content of any communications transmitted via the Services.

(e) <u>Remote Access</u>. PRIMELINK may require Customer to establish and maintain secure remote access capabilities to PRIMELINK.

9. **Title, Use and Taxes**

(a) <u>Title</u>. PRIMELINK retains all right, title and interest to PRIMELINK's network and system. Nothing contained in this Agreement or an SOW shall constitute, create, or vest any ownership or property rights in PRIMELINK's network and system in Customer. PRIMELINK shall have access, upon reasonable notice, to the premises to which Service is to be delivered for a period of sixty (60) days after termination of this Agreement in order to remove PRIMELINK's network and system.

(b) Unless otherwise set forth in an SOW, all fees shall be exclusive of applicable taxes. Customer shall pay any and all existing or future sales, use, excise or other transfer or transactional taxes imposed or levied by any federal, state or local taxing authority on the charges and/or other payments made by Customer to PRIMELINK hereunder ("Taxes"). Applicable Taxes shall be invoiced by PRIMELINK to Customer unless Customer provides PRIMELINK with a valid and applicable tax exemption certificate before such invoice is generated. Customer shall provide such exemption (30) days prior to billing commences.

10. **Governmental Approvals, Permits, and Consents**

(a) <u>Customer Compliance</u>. Customer represents and warrants that it shall use the Service, or cause the Service to be used, in full material compliance with all federal, state and local applicable government laws, statutes, rules, regulations, codes and ordinances and all applicable franchises, rights of way, leases, licenses, contracts and other material obligations to third parties with respect to or relating to the PRIMELINK's network and system or the Services.

(b) <u>PRIMELINK's Consent</u>. During the Term of this Agreement, PRIMELINK shall obtain, or cause to be obtained, all approvals and consents that may be required from all federal, state, and local authorities regarding the ownership, installation, maintenance of the Services. PRIMELINK represents and warrants that it is and shall continue to be in material compliance with any and all applicable government codes, ordinances, laws, rules and regulations relating to its delivery of Services to Customer hereunder.

(c) Regulatory Actions. The Parties acknowledge that this Agreement and some or all of the Services provided hereunder may be subject to review by certain federal, state, and local regulatory bodies. If any regulatory action by such bodies alters the terms and conditions of this Agreement materially and adversely for either party, the affected party may terminate the affected Service without liability for any termination charges upon thirty (30) days prior written notice to the other party. If any provision of this Agreement contravenes or is in conflict with any applicable Law, then the terms of such Law shall take priority over the relevant provision of this Agreement. If the applicable Law applies to some, but not all, of the Services, then such Law shall take priority over the relevant provision of this Agreement only for purposes of those Services to which the Law applies.

11. **Representations and Warranties**

Each of the Parties represents and warrants that it has full authority to enter into and perform its obligations under this Agreement, that the Agreement does not conflict with any other document or agreement to which it is a party or is bound, and that the Agreement is fully enforceable in accordance with their terms, and that each is an entity validly existing and in good standing under the laws of the states in which they are authorized to do business.

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12. Warranty

(a) PRIMELINK warrants that the quality of Services provided hereunder shall be consistent with best common carrier industry standards, government regulations and sound business practices. All Services shall be warranted for for 30 days without charge to Customer.

(b) PRIMELINK warrants that its service personnel will have the necessary training, licensing, certification and experience necessary to perform the Services they are assigned to provide hereunder; and that all Services will be performed in a workmanlike and professional manner in accordance with current best industry standards.

(c) EXCEPT AS EXPRESSLY PROVIDED HEREIN, PRIMELINK MAKES NO WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES WITH RESPECT TO PRIMELINK 'S NETWORK AND SYSTEM OR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PRIMELINK DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON PRIMELINK'S BEHALF AND THE CUSTOMER MAY NOT RELY ON ANY STATEMENT OF WARRANTY AS A WARRANTY OF PRIMELINK.

13. Indemnification

Subject to the Limitation of Liability set forth above, each party agrees to indemnify, hold harmless, and defend the other Party, its subsidiaries and affiliates, and their respective officers, directors, employees, attorneys, successors and assigns, from and against any loss, damages, claims, suits, or causes of action for damages, including reasonable attorney's fees, which may arise out of: (a) any injury to or death of any person and damage to property related to activities arising out of this Agreement or any applicable SOW to the extent such injury, death or damage is caused by the negligent acts or omissions or willful misconduct of the indemnifying party or its principals, employees, agents, or invitees, or by its equipment; (b) the indemnifying Party's violation of applicable federal, state or local statutes, regulations, ordinances or orders; or (c) the indemnifying party's breach of this Agreement or any applicable SOW.

14. Limitation of Liability

EXCEPT FOR CLAIMS ARISING FROM BREACH OF CONFIDENTIALITY WHICH THE PARTIES AGREE MAY BE CONSEQUENTIAL IN NATURE, IN NO EVENT SHALL EITHER PARTY (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY AFFILIATED, CONNECTED WITH OR DOING BUSINESS WITH EITHER PARTY WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STRICT LIABILITY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST BUSINESS DAMAGES IN THE NATURE OF LOST REVENUES, PROFITS, CUSTOMERS AND/OR GOODWILL ARISING IN ANY MANNER FROM THE AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER, REGARDLESS OF THE FORESEEABILITY THEREOF. PRIMELINK 'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY SERVICE PROVIDED TO CUSTOMER (INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE INSTALLATION, DELAY, PROVISION, TERMINATION, MAINTENANCE, REPAIR, INTERRUPTION, OR RESTORATION OF ANY SUCH SERVICE) OR BREACH OF THE AGREEMENT, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, INDEMNITY OR STRICT LIABILITY, SHALL BE AS FOLLOWS: (I) FOR A SERVICE QUALITY CLAIM (INCLUDING INTERRUPTION IN SERVICE), THE OUTAGE CREDIT UNDER THE SERVICE LEVEL AGREEMENT; (II) FOR TANGIBLE PROPERTY DAMAGE OR PERSONAL INJURY CAUSED BY PRIMELINK'S NEGLIGENT ACTS OR OMISSIONS, OR FOR ANY DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF PRIMELINK, THE AMOUNT OF PROVEN DIRECT DAMAGES. NOTWITHSTANDING THE ABOVE, THE MAXIMUM LIABILITY OF PRIMELINK UNDER THIS AGREEMENT UNDER ANY CLAIM, CAUSE OF ACTION, OR OTHER OCCURRENCE SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO PRIMELINK DURING THE PREVIOUS TWELVE (12) MONTHS PRIOR TO THE EVENT OR EVENTS GIVING RISE TO SUCH LIABILITY UNDER THIS AGREEMENT AND ANY SOW ASSOCIATED HEREWITH.

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15. Independent Contractor

PRIMELINK is an independent contractor in its relationship with Customer under this Agreement and Customer will have no responsibility to provide fringe benefits or to withhold taxes normally withheld from an employee's pay on behalf of PRIMELINK's employees or contractors.

16. Confidential/Proprietary Information

(a) Each Party acknowledges that in the course of the performance of the obligations under this Agreement it may have access to proprietary information ("Proprietary Information") of the other Party. Upon receiving Proprietary Information, the receiving Party shall keep in strict confidence and not disclose to any person (with the exception of employees, officers, directors, representatives, and affiliates of the receiving Party, to the extent each such person or entity has a need to know in connection herewith) any of the disclosing Party's Proprietary Information except as otherwise provided by the terms and conditions of this Agreement.

(b) PRIMELINK acknowledges that (i) this Agreement creates a confidential relationship between PRIMELINK and Customer, and (ii) in the provision of Services, PRIMELINK may, directly or inadvertently, have access to Customer's non-public, commercially valuable, proprietary and confidential information, including, but not limited to customer personal information or cardholder information (the "Confidential Information"). PRIMELINK shall hold the Confidential Information in strict confidence and shall not disclose such information to any third party or use such information in any way except as provided for in this Agreement. This obligation shall not apply to information which (a) is generally known to the public or hereafter becomes generally known to the public through no breach by or on behalf of PRIMELINK of its confidentiality obligations hereunder, (b) can reasonably be shown by written evidence to have been possessed by PRIMELINK prior to the effective date of this Agreement, (c) is developed by PRIMELINK without direct or indirect use of Confidential Information, (d) is disclosed by PRIMELINK with the prior written approval of Customer, (e) subsequent to disclosure hereunder, is lawfully received from a third party whose rights therein are without any restriction to disseminate such Confidential Information, or (f) is legally required to be disclosed, in which case PRIMELINK will, if legally permissible, give prompt prior written notice to Customer in advance of such disclosure. PRIMELINK shall return all Confidential Information to Customer upon Customer's request. The failure of Customer to request such return shall not relieve PRIMELINK of its confidentiality obligations under this Agreement. The confidentiality obligations set forth herein shall survive the termination or expiration of this Agreement.

(c) Protection of Confidential and Proprietary Information. Each Party will protect the secrecy of all Confidential and Proprietary Information received from the other party with the same degree of care as it uses to protect its own Confidential and Proprietary Information, but in no event with less than a reasonable degree of care. Neither Party will use or disclose the other Party's Confidential and Proprietary Information, except as permitted in this Section or for the purpose of performing obligations under the Agreement. The confidentiality obligations of each Party under the Agreement will survive any expiration or termination of the Agreement or of any order. Upon termination of the Agreement, each Party will cease all use of the other Party's Confidential Information (except for Software and Documentation in accordance with the applicable license granted under the Agreement) and will promptly return, or at the other party's request destroy, all Confidential Information in tangible form and all copies of Confidential Information in that party's possession or under its control, and will destroy all copies of Confidential Information on its computers, disks and other digital storage devices. Upon request, a Party will certify in writing its compliance in this Section.

17. Privacy Laws

PRIMELINK acknowledges that Customer is required to comply with the information security standards required by the Gramm-Leach-Bliley Act (15 U.S.C. 6801, 6805(b)(1)) and the regulations issued thereunder (12 C.F.R. Part 40); the Fair and Accurate Credit Transactions Act (15 U.S.C. 1681, 1681w) and the regulations issued thereunder (12 C.F.R. Parts 30 and 41); and with other statutory, legal and regulatory requirements (collectively, "Privacy Laws"). If applicable, PRIMELINK shall make commercial best efforts to assist Customer to so comply and shall comply and conform with applicable Privacy Laws, as amended from time to time.

18. Insurance

During the term of this Agreement, PRIMELINK will maintain, without direct cost to Customer, insurance coverage provided by insurance companies authorized to do business in the State of New York and in each state in which PRIMELINK is performing Services for Customer hereunder, and covering the Services to be performed under this Agreement. Before commencing work, PRIMELINK shall furnish Customer with a certificate(s) of insurance, in standard form satisfactory to Customer, showing that it has complied with these requirements, which certificate(s) shall provide that the policies shall not be changed or canceled until prior written notice has been given to Customer. If requested, Customer shall be included as an additional insured on the General Liability, Automobile and Excess/Umbrella insurance policies, and a copy of this endorsement for each of these policies shall be provided to Customer prior to commencement of the work. This insurance coverage will be primary to any and all other insurance applicable to this Agreement.

19. Notices

All notices, invoices and other communications from either party to the other hereunder shall be in writing and shall be deemed received (a) upon actual receipt when personally delivered, (b) upon acknowledgment of receipt if sent by facsimile, (c) upon the expiration of the third business day after being deposited in the United States mails, postage prepaid, certified mail, return receipt requested, or (d) upon the expiration of one business day after being deposited during the regular business hours for next-day delivery and prepaid for overnight delivery with a recognized national overnight courier company, addressed to the other Party as follows:

PrimeLink Inc., 99 Kansas Avenue, Plattsburgh, New York 12903
Attn: Director of Managed Services

As to Customer:
CUSTOMER NAME:

City of Plattsburgh

STREET ADDRESS: 41 City Hall Place

CITY, STATE ZIP: Plattsburgh, NY 12901

Attn: CONTACT: Mayor Colin Read
E-Mail: CONTACT E-MAIL- mayor@cityofplattsburgh-ny.gov

20. Non-Solicitation

(a) Without the express written consent of PRIMELINK, while the Agreement is in effect and for a period of two (2) years following its termination, Customer shall not, knowingly induce or attempt to induce, call upon, solicit, recruit or hire any employees of PRIMELINK without PRIMELINK express written consent. Customer will not be in violation of the preceding sentence for job postings, job advertisements and the like that are general in nature and not explicitly targeted at PRIMELINK's employees. Customer further agrees that in the event it violates this provision, then it shall par to PRIMELINK, as liquidated damages and not as a penalty $75,000 per affected employee. The Parties agree and acknowledge that, in the event of a breach of this provision, damages will be difficult or impossible to ascertain and that the $75,000 amount is reasonable in light of the interests at risk.

21. Assignment

Neither Party may assign, or in any other manner transfer its rights, privileges or obligations under this Agreement without the prior consent of the other Party. Upon any approved assignment, or transfer (a) the assignee or transferee shall expressly agree to be bound by all of the provisions of this Agreement, and (b) the assigning or transferring Party shall remain jointly and severally liable for the performance of its obligations under this Agreement unless released in writing by the other Party to the Agreement.

22. Force Majeure

Neither Customer nor PRIMELINK shall be liable for any failure or delay in performing its obligations hereunder (other than payment of any sums due hereunder), or for any loss or damage resulting therefrom, due to the following force majeure events ("Force Majeure Events"); fire, flood, strike or other labor difficulty, natural disasters, catastrophic power outages, acts of God or public enemy, act of war, restraint or hindrance by any governmental or regulatory authority including, without limitation, unfavorable actions or failures to act of or by such authorities, war, acts of terrorism, cyberterrorism, insurrection, riot, injunction, or any other causes beyond the parties' reasonable control, or causes beyond the reasonable control of their suppliers.

23. Applicable Law

The Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to any choice of law rules.

24. Binding Effect

The Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors and permitted assigns.

25. Waiver

(a) No failure or delay on the part of either Party in exercising any right, power or privilege hereunder and no course of dealing between the Parties shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement will not constitute a waiver thereof or of any other provision contained herein.

26. Survival

Sections 9, 10, 11, 13, 14, 15, 17, 21, 22, 23 and 24 herein shall survive termination or expiration of this Agreement

27. Entire Agreement

The Agreement, including any SOW represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the parties relating to the subject matter hereof. Any modification to the Agreement shall be in writing signed by authorized representatives of both Parties.

28. Counterparts

This Agreement may be signed in counterparts, each of which together shall constitute one and the same instrument.

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PrimeLink Inc.

Greg MacConnell:_____   date:_____
President and General Manager

City of Plattsburgh
_____   date: _____

(title)

Scope of Work

Continuity Consulting

Total consulting hours of 16 per week included. Overage of these hours will be at a provided in-contract rate.

- Continue to provide high level direction for onsite IT staff
- Project management for current ongoing projects
- High level technical support and implementation for existing projects
- Meet with staff weekly to review projects, assess any needs, and re-prioritize/direct efforts as necessary
- Meet/advise with senior city staff/leadership as needed/requested
- Administrative functions as necessary

MSP services for Desktops, Laptops, and Servers

Implement RMM software on all production desktops, laptops, and servers. Cost is set as a monthly recurring per device cost.

RMM software tools and abilities that existing staff will gain access to and increase efficiency:

- Monitoring current system utilization
- System auditing
- Quarterly Automated Reporting
- Windows patch management and monitoring
- Integrated Remote Support (registry editing, shell access, power status, file management, remote screen assist, power control)
- Integrated alerting for issues like disk usage, abnormal event logs, service failure, and device failure

Provide existing staff with NOC supported system for logging tickets and incidents that cannot be handled onsite and need further assistance or staff augmentation

MSP Network Services

Maintenance and monitoring of all enrolled network devices including:

- Switches
- Routers
- Firewalls
- Customer facing wireless access points
- Point-to-Point wireless bridge devices

Network services provided includes monitoring the enrolled devices, proactive management such as firmware updates, automated configuration backups, and administrative changes that do not substantially change the network design from the original configuration at the time of contract execution. Significant network design changes are handled through a Project Change Request.

PRIMELINK

Voice & Data — FiberOptic Fast

Quote

Quote Number: 1115

Expiration Date: 07/11/2018

Quote Prepared For

Mr. Colin Read
City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901
United States
Phone:518-563-7701
mayor@cityofplattsburgh-ny.gov

Quote Prepared By

Randy LaBombard
PrimeLink
12A Booth Dr
Plattsburgh, NY 12901
United States
Phone:518-324-4115
Fax:518-324-5143
rlabombard@primelink1.com

Item	Unit Price	Quantity	Extended Price
Monthly Items			
Managed Services Consulting and Transition Support	$6,949.00	1	$6,949.00
		Monthly Total	**$6,949.00**
		Subtotal	**$6,949.00**
		Estimated Taxes	**$0.00**
		Total	**$6,949.00**

Terms of Service: Applicable taxes and surcharges are not included. Services added subsequent to installation may be subject to additional charges. Subject to Terms of Service and Acceptable Use Policy, Privacy Policy and Network Management Policy located on PrimeLink website: www.primelink1.com. Installation does not include inside wiring.

The term of this agreement shall be for a period of six (6) months from the commencement date. The projected commencement date is 06/18/2018.

Rates do not include taxes and surcharges (if applicable) and are subject to change.

All other terms and conditions are governed by the Master Service Agreement.

Offer of Acceptance:

_____

Authorizing Signature

_____

Printed Name

_____

PrimeLink Signature

_____

Date

_____

Title

_____

Date

Page

Confidential & Proprietary